credibility of witnesses. In order to reverse, I must not merely entertain doubts whether his decision is right but be convinced that it is wrong: see Lord Edmund Davies in *Whitehouse* v. *Jordan*[1] at page 276. I am not convinced that the Magistrate was wrong for the reasons given above.

Accordingly, the appeal is dismissed with costs.

Appeal dismissed.

Solicitors: *Wong & Partners; Tan, Lee & Partners.*

GEBRUEDER BUEHLER AG v. PETER CHI MAN KWONG & ORS.

[O.C.J. (Thean J.) August 13, 1986]

[Singapore – Originating Summons No. 1021 of 1984]

Contract – Sale of equipment – Retention of title clause – Whether effective – Whether equipment had become fixtures – Quicquid plantatur solo, solo cedit.

Company Law – Charge – Whether equipment charged had become fixtures – Retention of title clause – Effect of.

The plaintiffs were a Swiss engineering company which manufactured machinery and equipment and provided services for erection and installation of machinery and equipment for the manufacture of cocoa and chocolate. The defendants were the receivers and managers of Allied Cocoa Industries Pte Limited ("the Company") appointed on February 27, 1984 by Bank of America National Trust & Savings Association ("the Bank") under the Deeds of Debenture dated April 9, 1980 and September 2, 1981. The Company was incorporated in Singapore and was engaged in the business of making cocoa butter and cocoa powder. It erected a factory on a piece of land which was leased from Jurong Town Corporation for a term of 30 years commencing from January 1, 1980.

On April 9, 1980, the Company executed a Deed of Debenture in favour of the Bank, whereby the Company, among other things, charged by way of fixed charge "all the freehold and leasehold property of the Company both present and future and the fixed plant and machinery (including trade fixtures) from time to time thereon" and by way of floating charge "the undertaking and all other property and assets of the Company both present and future" to secure the payment of all moneys and liabilities agreed to be paid under the Deed of Debenture. About 1½ years later, on September 2, 1981, a further Deed of Debenture of a similar nature as the first Deed of Debenture was executed.

Since the beginning of 1981, the Company had purchased from the plaintiffs under six separate contracts various machinery and equipment including spare parts for installation at the Company's factory. It also purchased machinery and equipment from other sources. The machinery and equipment purchased from the plaintiffs were assembled and installed together with machinery and equipment purchased from other sources, including some fabricated locally, to make up one entire processing and manufacturing plant for the making of cocoa butter and cocoa powder. From time to time spare parts for the machinery and equipment were also ordered from the plaintiffs and were delivered. All the machinery and equipment delivered by the plaintiffs to the Company were sold subject to a provision reserving to the plaintiffs their title thereto until full payment was made.

The Company subsequently fell into financial difficulties and on February 27, 1984, the defendants were appointed receivers and managers of the Company by the Bank under the two Deeds of Debenture. In exercise of the powers contained in the Deeds of Debenture the defendants took possession of the factory and all the property and assets of the Company, including the machinery and equipment and spare parts supplied by the plaintiffs (such machinery, equipment and spare parts being hereinafter collectively called "the Equipment").

The plaintiffs have not been paid the full purchase price of the Equipment and were creditors of the Company. Relying on the Retention of Title clause the plaintiffs claimed that they were the owners of the Equipment which the defendants had sold to a third party and were therefore entitled to be paid out of the proceeds of sale the balance of the purchase price of the Equipment. The defendants contended, however, that the plaintiffs did not have any title to the Equipment at the time when they took possession of the Company's factory and in consequence at the time when all the property and assets of the Company including the Equipment were sold.

Held, dismissing the plaintiffs' claim: (1) in the present case, the Equipment though installed and incorporated into the processing plant have not lost their identity and are identifiable, machinery by machinery and equipment by equipment, as supplied by the plaintiffs;

(2) the question whether the Equipment had become fixtures and therefore part of the land depends on the intention of the Company at the time they were installed in the factory. If it was intended that the Equipment should form a permanent part of the factory then in law they became fixtures upon annexation thereof to the factory and such intention is to be gathered mainly from: (i) the degree of annexation and (ii) the object or purpose of annexation;

(3) all or substantially all parts of the plant were fixed either directly to the factory or indirectly thereto, *i.e.* - affixed to other equipment or structures which were themselves affixed directly to the factory;

(4) the cocoa processing plant in the present case was installed in the factory as "an adjunct" to the factory and to improve its usefulness as a factory for manufacturing cocoa butter and cocoa powder;

(5) therefore there was physical annexation of the Equipment to the land and the annexation was for the better enjoyment of the factory. In law they had become fixtures and formed part of the land to which they were affixed;

(6) the Equipment had become part of the land long ago, at least since October 1982. Therefore the plaintiffs

had lost their title to the Equipment long before the sale to the third party and what they had lost they could not and did not regain.

Cases referred to:

(1) *Aluminium Industrie Vaassen B.V.* v. *Romalpa Aluminium Ltd.* [1976] 1 W.L.R. 676.
(2) *Clough Mill Ltd.* v. *Martin* [1984] 3 All E.R. 982.
(3) *Borden (U.K.) Ltd.* v. *Scottish Timber Products Ltd.* [1981] Ch. 25.
(4) *Hendy Lennox (Industrial Engines) Ltd.* v. *Grahame Puttick Ltd.* [1984] 1 W.L.R. 485.
(5) *Holland* v. *Hodgson* (1871-72) L.R. 7 C.P. 328.
(6) *Walmsley* v. *Milne* (1859) 7 C.B. (N.S.) 115; 29 L.J. (C.P.) 97; 141 E.R. 757.
(7) *Hobson* v. *Gorringe* [1897] 1 Ch. 182.
(8) *Reynolds* v. *Ashby & Son* [1904] A.C. 466.

ORIGINATING SUMMONS.

M. Karthigesu for the plaintiffs.
Goh Heng Leong for the defendants.

Cur. Adv. Vult.

Thean J.: The plaintiffs are a Swiss engineering company which manufacture machinery and equipment and provide services for erection and installation of machinery and equipment for the manufacture of cocoa and chocolate. The defendants are the receivers and managers of Allied Cocoa Industries Pte. Limited ("the Company") appointed on February 27, 1984 by Bank of America National Trust & Savings Association ("the Bank") under the Deeds of Debenture dated April 9, 1980 and September 2, 1981. The Company was incorporated in Singapore and was engaged in the business of making cocoa butter and cocoa powder. It erected a factory at 342, Jalan Boon Lay, Singapore, which is on a piece of land marked as Government Survey Lot 1644 of Mukim VI, Peng Kang. The land was leased from Jurong Town Corporation for a term of 30 years commencing from January 1, 1980.

On April 9, 1980, the Company executed a Deed of Debenture in favour of the Bank, whereby the Company, among other things, charged by way of fixed charge "all the freehold and leasehold property of the Company both present and future and the fixed plant and machinery (including trade fixtures) from time to time thereon" and by way of floating charge "the undertaking and all other property and assets of the Company both present and future" to secure the payment of all moneys and liabilities agreed to be paid under the Deed of Debenture. About 1½ years later, on September 2, 1981, a further Deed of Debenture was executed in favour of the Bank whereby the Company charged, among other things, –

(a) by way of fixed charge "all the freehold and leasehold property of the Company wheresoever situate and the fixed plant and machinery thereon";

(b) by way of fixed charge "all future freehold and leasehold property of the Company and fixed plant and machinery from time to time thereon", and

(c) by way of floating charge "all other the undertaking and assets of the Company whatsoever and wheresoever both present and future."

Since the beginning of 1981 the Company had purchased from the plaintiffs under six separate contracts various machinery and equipment including spare parts for installation at the Company's factory. It also purchased machinery and equipment from other sources. The machinery and equipment purchased from the plaintiffs started arriving from about April 1981 and from November 1981 or thereabout they were assembled and installed together with machinery and equipment purchased from other sources, including some fabricated locally, to make up one entire processing and manufacturing plant for the making of cocoa butter and cocoa powder. Production commenced only in October 1982. From time to time, spare parts for the machinery and equipment were also ordered from the plaintiffs and were delivered. All the machinery and equipment delivered by the plaintiffs to the Company were sold subject to a provision reserving to the plaintiffs their title thereto until full payment was made, and the provision ("Retention of Title Clause") is as follows:–

"Reservation of rights of property: Buhler Brothers Ltd. shall remain proprietors of all their deliveries (machines, spare parts and accessories) until payment of full purchase price as well as of any costs of erection which are to be charged to the customer and interest on arrears, etc. has been completed. The buyer authorises Buhler Brothers Ltd. to have registered the reservation of ownership at the buyers' expense on public registers or records under observation in the form and within the terms and limitations set forth by the laws of the respective country and the buyer is obliged to give promptly any signatures requested from him for this purpose."

The Company subsequently fell into financial difficulties and on February 27, 1984, the defendants were appointed receivers and managers of the Company by the Bank under the two Deeds of Debenture. In exercise of the powers contained in the Deeds of Debenture, the defendants took possession of the factory and all the property and assets of the Company, including the machinery and equipment and spare parts supplied by the

plaintiffs (such machinery, equipment and spare parts being hereinafter collectively called "the Equipment"). They then carried on the business of the Company for a period of time and subsequently sold the whole of the property and assets of the Company, including the Equipment, as a going concern to W.R. Grace & Co. The plaintiffs have not been paid the full purchase price of the Equipment under the various contracts of sale thereof; they are at least creditors of the Company. This the defendants admit. But the plaintiffs claim more; they assert their claim on the Equipment. Relying on the Retention of Title Clause they claim that they were the owners of the Equipment which the defendants had sold and are therefore entitled to be paid out of the proceeds of sale the balance of the purchase price of the Equipment. The plaintiffs are not seeking to impeach the sale and recover possession of the Equipment. The defendants agree that should the plaintiffs establish their claim the defendants would make payment to the plaintiffs of the amount still owing. The defendants, however, contend that the plaintiffs did not have any title to the Equipment at the time when they took possession of the Company's factory and in consequence at the time when all the property and assets of the Company including the Equipment were sold.

It is common ground that the sales of the Equipment by the plaintiffs to the Company were subject to the Retention of Title Clause, which generally is know as the *Romalpa clause*, deriving its name from the case of *Aluminium Industrie Vaassen B.V.* v. *Romalpa Aluminium Ltd.*[1] There is no dispute as to what the Equipment were at the material time; they were identifiable and were assembled and installed together with other machinery and equipment in the factory. Mr. Karthigesu for the plaintiffs submitted that as the Equipment were identifiable and could be dismantled and removed from the factory, on which there was evidence before me, the Retention of Title Clause was effective and retained the ownership of the plaintiffs in the Equipment. Hence, they belonged to the plaintiffs when the defendants took possession of the factory and all the machinery and equipment therein. He relied on the *Romalpa* case (*supra*) and *Clough Mill Ltd.* v. *Martin.*[2] There is really no dispute as to the meaning or effect of the Retention of Title Clause. The provision, though couched in Swiss style, is tolerably clear and does not give rise to any problem on construction. As a contractual provision it is effective to reserve to the plaintiffs their title to the Equipment until the full purchase price therefor, the costs of erection which are to be charged to customers and the interests on arrears are paid. There is no doubt that at the time when the Equipment were delivered to the Company and before they were assembled and installed in the Company's factory the plaintiffs had under this clause retained their title to the Equipment. This was conceded by Mr. Goh for the defendants. But Mr. Goh submitted that in the events that had happened, the plaintiffs had lost their title to the Equipment. His arguments on this point are two-pronged. First, he argued that the Equipment when installed in the factory were permanently affixed or attached to the land or building and became part of the land: *quicquid plantatur solo, solo cedit* (whatever is affixed to the soil, belongs to the soil). The Equipment therefore had ceased to be chattels and passed with the land to the chargee, the Bank. Secondly and in the alternative, he argued that the Equipment had been assembled with the other plant, machinery and equipment (not supplied by the plaintiffs) in the factory so as to form one integrated cocoa processing plant, and by reason thereof the Equipment had lost their identity. Either of these arguments, if it succeeds, will defeat the plaintiffs' claim and I propose to deal with them in the inverse order.

There is no dispute as to the installation at the material time of the various components or pieces of the Equipment in the factory; they were fitted up and installed with machinery and equipment from other suppliers. The whole plant in the factory comprised; (i) the Equipment, (ii) machinery and equipment from other suppliers, (iii) special fabrications made locally and (iv) wirings, pipings, conveyers and ducts. Practically all the machines and equipment in the factory were inter-connected by pipes, hoppers, conveyers, ductworks and supporting structures. All these formed the entire integrated processing plant. The removal of any major component of the plant would bring the operation of the entire plant to a grinding halt. There is no doubt that the whole plant installed in the factory was a very advanced and sophisticated one and the installation was obviously well planned and designed to provide the maximum efficiency in cocoa processing and the manufacture of cocoa butter and cocoa powder. It was not, as Mr. Goh pointed out, a haphazard assembling of assorted pieces of equipment. The Equipment, he submitted, had been so well incorporated and integrated into this entire plant that they had lost their identity. In support, he relied on *Borden (U.K.) Ltd.* v. *Scottish Timber Products Ltd.*[3] In that case, the plaintiff supplied resin to the defendants for

manufacture of chipboard subject to a retention of title clause. It was held by the Court of Appeal in England that once the resin had been used in the manufacture of chipboard, it ceased to exist, and the plaintiff ceased to have any title thereto. That case, in my view, is entirely different and is of no assistance to me. In this case the subject matter is the Equipment used to process or manufacture goods from raw material *i.e.* producing cocoa butter and cocoa powder from cocoa beans. Mr. Karthigesu on the other hand relied on the case of *Hendy Lennox (Industrial Engines) Ltd.* v. *Grahame Puttick Ltd.*[4] which, he submitted, was more in point. I agree. In that case Staughton J. held that diesel engines supplied for incorporation into generating sets were unaltered in substance and did not lose their identity and therefore the ownership in the engines by reason of a retention of title clause was effectively reserved to the supplier. There is of course a factual difference between an engine in a generating set and the Equipment in the cocoa processing plant. It seems to me, however, that, on analogy, that case is applicable. The Equipment though installed and incorporated into the processing plant have not lost their identity and are identifiable: machinery by machinery and equipment by equipment as supplied by the plaintiffs.

I have examined the photographs of certain parts of the Equipment taken by Mr. Edwin Lim, a licensed appraiser of machinery and equipment. I have also, in the company of both counsel, visited the factory (now in the possession of the new owner) and looked at the Equipment as assembled and installed there. At the time of our visit the plant was in operation. I was informed that certain parts of the Equipment and other machinery and equipment had been re-positioned and some modifications had been made to the plant, but substantially the Equipment remained as they were before taken over by the new owner. This fact is again not really in dispute. The equipment, though they form a part of the entire cocoa processing plant, have remained unaltered and are clearly identifiable. This argument of Mr. Goh (*i.e.* the second argument) therefore fails.

I now turn to the first argument of Mr. Goh. In connection with this, it is necessary to examine first the interest the Company had in the land on which the factory was built, and secondly the nature of the security created by the Company in favour of the Bank. The land belongs to Jurong Town Corporation which had agreed to lease it to the Company for a term of 30 years, commencing from January 1, 1980. The Company was let into possession of the land on or before June 13, 1980 but the formal agreement was not executed until September 16, 1983. Presumably, on the date when the Company was let into possession a firm agreement had been reached between the Company and Jurong Town Corporation as regards the leasing of the property. Effectively, therefore, as from June 13, 1980, the Company had a leasehold interest in the land. The first Deed of Debenture was executed on April 9, 1980 and created a first fixed charge on all the freehold and leasehold property of the Company both present and future and on the fixed plant and machinery and fixtures, including trade fixtures, from time to time thereon and also a floating charge on the undertaking and all other property and assets of the Company. The second Deed of Debenture was executed on September 2, 1981 and, though the wordings of the charging clause are slightly different, it also created a fixed charge on the freehold and leasehold property of the Company, present and future. The charges created by the two Debentures were duly registered under the Companies Act and there is no question that the charges are valid and enforceable.

The contracts for the purchase of the Equipment from the plaintiffs were entered into on diverse dates, between January 16, 1981 and January 18, 1982. They were therefore made after the first Deed of Debenture, but some of them were made before the second Deed of Debenture. There is no evidence that the Bank at any time were aware that the contracts of sale of the Equipment contained the Retention of Title Clause. It appears that the installation of the plant and machinery commenced from November 1981 or thereabout and the factory became operational as from October 1982.

The question whether the Equipment had become fixtures and therefore part of the land depends on the intention of the Company at the time they were installed in the factory. If it was intended that the Equipment should form a permanent part of the factory then in law they became fixtures upon annexation thereof to the factory and such intention is to be gathered mainly from: (i) the degree of annexation and (ii) the object or purpose of annexation. Blackburn, J. said in *Holland* v. *Hodgson*[5] p. 334:

> "There is no doubt that the general maxim of the law is, that what is annexed to the land becomes part of the land; but it is very difficult, if not impossible, to say with precision what constitutes an annexation sufficient for this

purpose. It is a question which must depend on the circumstances of each case, and mainly on two circumstances, as indicating the intention, *viz.*, the degree of annexation and the object of the annexation."

On the question of the degree of annexation attention has been drawn to the affidavit of Mr. Edwin Lim affirmed on September 20, 1985. He had visited the factory on instruction of the defendants, examined the plant and prepared a detailed report; he also took photographs of various parts of the plant. According to him all the equipment in the factory, including the Equipment, were bolted, welded, affixed or embedded in some way to the ground or to silos or steel girders or other structures which were themselves embedded to the floor of the factory or to other equipment which itself was affixed to silos, girders or other structures. All the equipment were connected to each other by ductwork, bucket, elevators and other connections so as to form one integrated plant. The net result is that all, or substantially all, parts of the plant were affixed either directly to the factory or indirectly thereto, *i.e.* affixed to other equipment or structures which were themselves affixed directly to the factory. This was not seriously challenged by the plaintiffs. But in response Mr. Franze H. Koller, the Regional Manager of a subsidiary of the plaintiffs, said in his affidavit affirmed on November 12, 1984 that the Equipment though affixed to the land or building, directly or indirectly, could be easily detached. He said in paragraph 14 of his affidavit:

"All the equipment listed in the aforementioned Second Schedule as the plaintiffs' Equipment may be easily removed and detached from other equipment and from the premises. The Plaintiffs' Equipment is (wherever it is attached to other equipment, brackets, other supports or the premises) attached only by the use of bolts, flanges, clips, flexible connecting parts or minor welding. The Plaintiffs' Equipment may be removed merely by loosening the bolts, clips, flanges or other connecting parts, or by grinding off minor welds, if any. The brackets or other supports which are not part of the Plaintiffs' Equipment may be welded to the steel supports of the factory, but this does not in any way impair the removal of the Plaintiffs' Equipment from such brackets or other supports."

He then proceeded to show how some of the components or pieces of the Equipment could be detached and prepared an elaborate schedule showing the modes of detachment and the approximate time involved for each detachment. However, I think one must look at the Equipment as they were in the factory. They were installed in the factory as a part of the cocoa processing plant and were affixed directly or indirectly to the land or the building. They functioned in that state and condition and were not used as separate pieces of machinery lying loose and free standing on their own. They were securely fixed and attached. Mr. Koller appeared to suggest that the purpose of attachment to the factory of the bulk of the Equipment was merely to keep them in a definite position and to prevent them from being dislodged, for instance, during cleaning and maintenance and that the purpose was not to prevent movement resulting from vibrations during the operation because, so he said, those pieces of machinery which vibrated were either damped internally or were set on vibro-dampers. This, in my view, is an over-simplified statement and does not portray the position realistically. An inspection of the processing plant while in operation would convince anyone (as it did to me) of the tremendous amount of noise and vibration generated and that the bulk of the Equipment cannot function as part of the processing plant without being so securely affixed to the factory. I am in complete agreement with Mr. Edwin Lim's observation in paragraph 5 of his affidavit affirmed on January 11, 1986 that if the Equipment had not been so firmly affixed they would not be able to operate as part of the integrated manufacturing process.

Insofar as the object or purpose of annexation is concerned, one must look at the building in which the Equipment were attached at the material time. It seems to me obvious that the Company negotiated and acquired the land from Jurong Town Corporation for the purpose of setting up a factory to manufacture cocoa butter and cocoa powder, and the factory was designed and built for the purpose of housing an integrated processing and manufacturing plant and took into consideration the machinery and equipment required for the purpose. Substantial capital investments in building, machinery and equipment were made by the Company resulting in the Company having a modern and advanced factory for the purpose of manufacturing cocoa butter and cocoa powder. The machinery and equipment, including the Equipment, installed in the factory served the factory for such purpose, and enhanced the value of the factory and in consequence the leasehold interest of the Company in the land. In *Holland* v. *Hodgson*[5] (*supra*) Blackburn J. after referring to the case of *Walmsley* v. *Milne*[6] said, at p. 339:

"This case and that of *Wiltshear* v. *Cotterill* 22 L. J. (Q.B.) 177 seem authorities for this principle, that where an article is affixed by the owner of the fee, though not affixed by bolts and screws, it is to be considered as part of the land, at all events where the object of setting up the articles is to enhance the value of the premises to which it is annexed for the purposes to which those premises are applied. The threshing machine in *Wiltshear* v. *Cotterill* was affixed by

the owner of the fee to the barn as an adjunct to the barn, and to improve its usefulness as a barn, in much the same sense as the hay-cutter in *Walmsley* v. *Milne* was affixed to the stable as an adjunct to it, and to improve its usefulness as a stable".

The cocoa processing plant in this case was installed in the factory as "an adjunct" to the factory and to improve its usefulness as a factory for manufacturing cocoa butter and cocoa powder.

In *Hobson* v. *Gorringe*[7] a gas engine was let out to a hirer on hire-purchase terms under which it was not to become the property of the hirer until the payment of all the instalments and was to be removed by owner on failure of the hirer to pay any instalment. The engine was affixed to land by bolts and screws to prevent it from rocking and was used by the hirer for the purpose of his trade. The Court of Appeal in England held that the engine was sufficiently annexed to the land to become a fixture and any intention expressed in the hire purchase agreement that it should remain a chattel did not prevent it from becoming a fixture, and consequently it passed to the mortgagee as part of the land. Again, in *Reynolds* v. *Ashby & Son*[8] machines were supplied to a lessee of a factory on hire-purchase terms, under which they were to remain the property of the supplier until full payment. The machines were affixed to concrete beds in the floor of the factory by bolts and nuts and could be removed without injury to the factory. It was held by the House of Lords that the machines had been so affixed to the land that they passed to the mortgagee who had taken possession of the factory. Lord Lindley said, at p. 472:

"The appellant knew that the machines were wanted in order to fit up a factory which Holdway was building. The purpose for which the machines were obtained and fixed seems to me unmistakable; it was to complete and use the buildings as a factory. It is true that the machines could be removed if necessary, but the concrete beds and bolts prepared for them negative any idea of treating the machines when fixed as movable chattels."

In my opinion, there was physical annexation of the Equipment to the land and the annexation was for the better enjoyment of the factory. In law they had become fixtures and formed part of the land to which they were affixed.

There is one further point raised by Mr. Karthigesu. By an Agreement dated May 14, 1984 the defendants sold to W.R. Grace & Co. the whole of the factory together with the cocoa processing plant as a going concern for a total sum of $31,300,000, which was apportioned as follows:

(a) $13,200,000 for the leasehold interest in the land with the factory thereon;

(b) $18,099,999 for all the machinery and equipment, including the Equipment, and

(c) $1 for the benefit of purchase orders listed therein.

Upon completion of the sale the leasehold interest in the land was assigned by a Deed of Assignment dated June 28, 1984 to De Zaan Far East Pte. Ltd., a subsidiary of W.R. Grace & Co. The machinery and equipment were not included in the Deed of Assignment. The parties to the contract presumably treated them as chattels the title of which passed to the purchasers upon their taking possession of the factory with everything therein or thereat. However, none of the machinery and equipment were detached or severed from the factory and sold separately as chattels. Obviously the apportionment of sale price in the Sale Agreement and the exclusion of the machinery and equipment in the Deed of Assignment were an exercise to avoid or minimise stamp duty on the Deed. Mr. Karthigesu submitted that the defendants had thereby treated the machinery and equipment (including the Equipment) as chattels and not as part of the land, and could not therefore say that they were part of the land. In other words, the defendants cannot approbate and reprobate. To such an argument the short answer is this. The Equipment had become part of the land long ago, at least since October 1982 when the factory became operational and production began. Therefore the plaintiffs had lost their title to the Equipment long before the sale, and what they had lost they could not and did not regain. It follows that in whatever manner the defendants treated the Equipment in the sale in May 1984 could not possibly revive the plaintiffs' title to the Equipment.

For the reasons I have given, I am of the opinion that the plaintiffs had lost their title to the Equipment, and accordingly, I dismiss the claim of the plaintiffs with costs.

Claim dismissed.

Solicitors: *Cooma Lau & Loh & M. Karthigesu; Allen & Gledhill.*